

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF WISCONSIN

ANDERSON ARAUJO
9 Oakley Road
White Plains, NY 10606,

CASE NO.: 23-cv-1190

Plaintiff,

v.

MICHAEL T. WEDELSTADT
1405 N. 16th Street
Sheboygan, WI 53081

GRAVEYARD AUTO, LLC
W10801 Shaky Lake Road
Hortonville, WI 54944

AUTOPRO EXPRESS, INC.
W10890 School Road
Freemont, WI 54940

XYZ INSURANCE COMPANY
An unknown company.

Defendants.

COMPLAINT

Parties

The above-named Plaintiff, by his attorneys, Lawton Cates, S.C., as and for his Complaint against the Defendants named above, alleges and shows to the Court as follows:

1. Plaintiff Anderson Araujo ("Plaintiff") is an adult citizen and resident of the State of New York, residing at 9 Oakley Road, White Plains, New York 10606.

2. Defendant Michael Wedelstadt (“Wedelstadt”) is an adult citizen and resident of the State of Wisconsin, residing at 1405 N. 16th Street, Sheboygan, Wisconsin 53081.

3. Defendant Graveyard Auto, LLC (“Graveyard”) is a limited liability corporation registered in Wisconsin with a principal place of business at W10801 Shaky Lake Road, Hortonville, Wisconsin 54944.

4. Defendant AutoPro Express, Inc. (“AutoPro”) is a business corporation registered in Wisconsin with a principal place of business at W10890 School Road, Freemont, Wisconsin 54940.

5. Defendant XYZ Insurance Company (“XYZ”) is one or more insurance companies issuing liability insurance covering Wedelstadt, Graveyard and/or AutoPro, or otherwise covering the occurrence hereinafter described. Said policy was in full force and effect at the time of said occurrence.

6. By the terms of said policy, XYZ is liable for paying all damages caused by Wedelstadt’s, Graveyard’s and/or AutoPro’s acts and/or misrepresentations in this action.

Jurisdiction and Venue

7. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(a).

8. Plaintiff is a citizen of the State of New York and all Defendants are citizens of, or are registered corporations of, the State of Wisconsin.

9. The amount in controversy exceeds \$75,000 exclusive of fees and costs.

10. The events giving rise to this claim all occurred in Outagamie County.

Relevant Facts

11. At all times material hereto, Plaintiff owned an auto transport business located in White Plains, New York.

12. On December 19, 2020, Plaintiff rented a car in Yonkers, New York.

13. Plaintiff embarked on a cross country trip, visiting truck dealers to view used tractor trailers for sale.

14. On his trip, Plaintiff visited truck dealers in Pennsylvania, Ohio and Wisconsin.

15. On or before December 22, 2020, Plaintiff saw an advertisement in "*Truck Paper*," a publication that advertises used trucks and heavy equipment, for a used 1998 Peterbilt 379 ("the truck") and a used 2005 Cottrell car hauling trailer ("the trailer") listed for sale by Defendants Wedelstadt, Graveyard and/or AutoPro.

16. On the afternoon of December 22, 2020, Plaintiff traveled to Defendant AutoPro at W10890 School Road, Freemont, Wisconsin 54940 and met with Defendant Wedelstadt.

17. The truck and trailer were parked in a parking lot located at AutoPro.

18. On the morning of December 23, 2020, Plaintiff returned to Defendant AutoPro and again met with Defendant Wedelstadt.

19. Plaintiff and Defendant Wedelstadt discussed sale of the truck and the trailer, and reviewed documents associated with the potential sale.

20. During this discussion, Defendants Wedelstadt, Graveyard and/or AutoPro provided a service invoice ("the invoice") from Michigan CAT, a corporation that services, rents and sells construction equipment, as well as engines used to power trucks and generators. A copy of the invoice is attached hereto, marked as Exhibit 1, and incorporated by reference herein.

21. Michigan CAT's logo, address and phone number, along with the VIN of the truck, were printed on the invoice.

22. The invoice listed a completed engine overhaul that cost over \$20,000.

23. The engine overhaul listed on the service invoice, if completed, would have increased the fair market value of the truck significantly.

24. Plaintiff then traveled to Defendant Graveyard located at W10801 Shaky Lake Road, Hortonville, Wisconsin 54944.

25. Plaintiff paid Defendants Wedelstadt, Graveyard and/or AutoPro a total of \$41,000 for the truck and \$10,000 for the trailer and took possession of the two pieces of property.

26. After December 23, 2020, Plaintiff contacted Michigan CAT and inquired about the engine overhaul listed on the invoice for the truck.

27. The Michigan CAT representative stated that the invoice was, in fact, for an engine overhaul made to a different truck, a Peterbilt 357 with a different VIN.

28. Michigan CAT has no record of providing the engine overhaul listed on Exhibit 1 for the truck.

First Claim—Property Loss Through Fraudulent Misrepresentation—
Wis. Stat. §943.203 and Wis. Stat. §895.446

29. Upon information and belief, Defendants Wedelstadt, Graveyard and/or AutoPro altered Exhibit 1 by replacing the true VIN with the VIN of the truck.

30. This alteration was intended by Defendants Wedelstadt, Graveyard and/or AutoPro to create the belief in the mind of the Plaintiff that the truck was worth more than it was and thereby induce the Plaintiff to purchase the truck.

31. Upon information and belief, Defendants Wedelstadt, Graveyard and/or AutoPro were not authorized by Michigan CAT to make this alteration.

32. Upon information and belief, Michigan CAT did not consent to allow this altered document to be presented to the Plaintiff.

33. Plaintiff was induced to purchase the truck for a price that reflected the value of the Michigan CAT engine overhaul that was listed on the invoice.

34. As a direct and proximate result of Defendants' actions, misrepresentations and omissions as described herein, Plaintiff has suffered and continues to suffer damages, including pecuniary loss, consequential damages, lost profits, attorney's fees, and other losses and damages.

**Second Claim—Unfair Trade Practice: Untrue, Deceptive, or Misleading Representation—
Wis. Stat. §100.18**

35. The Plaintiff realleges the allegations contained in paragraphs 1 through 34 of this Complaint as if set forth in full herein.

36. Plaintiff had no prior relationship with Defendants Wedelstadt, Graveyard and/or AutoPro.

37. Defendants Wedelstadt, Graveyard and/or AutoPro sought to sell the truck and the trailer to the Plaintiff.

38. Defendants Wedelstadt, Graveyard and/or AutoPro knowingly presented to Plaintiff the invoice to induce the Plaintiff to purchase the truck.

39. This inducement of Defendants Wedelstadt, Graveyard and/or AutoPro was the direct and proximate cause of significant economic losses to the Plaintiff.

40. Plaintiff has suffered and continues to suffer damages, including pecuniary loss, consequential damages, lost profits, attorney's fees, and other losses.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, as follows:


- A. For damages compensating the Plaintiff for all damages and losses resulting from the Defendants Wedelstadt's, Graveyard's and/or AutoPro's violation of Wis. Stat. §943.203 and Wis. Stat. §895.446 including:

- a. The retail or replacement value of the truck as set forth in Wis. Stat. §895.446(3)(a).
- b. All costs of investigation and litigation that were reasonably incurred, as set forth in Wis. Stat. §895.446(3)(b) and
- c. Exemplary damages as set forth in Wis. Stat. §895.446(3)(c).
- B. For damages compensating the Plaintiff for all damages and losses resulting from the Defendants Wedelstadt's, Graveyard's and/or AutoPro's violation of Wis. Stat. §100.18.
- C. For reasonable attorney's fees as set forth in in Wis. Stat. §100.18(11)(b)(2).
- D. For the costs, disbursements, and expenses incurred in prosecuting this action; and
- E. For such other and further relief as the Court may deem just and equitable.

A TWELVE-PERSON JURY TRIAL IS HEREBY DEMANDED

Dated this 8th day of September, 2023.

LAWTON & CATES, S.C.

By: 
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